

Enterprise Automation & AI Agent Platform User Subscription Agreement (EULA)

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Important Notice: Please read these terms before ordering, deploying, and/or using the Enterprise Automation & AI Agent Platform product. This product is delivered as an Amazon Machine Image (AMI) through AWS Marketplace and deployed within your own AWS computing environment.

This Agreement describes the relationship between the applicable Silver Lining entity (the "Silver Lining") identified in this document and you (Silver Lining and you each being a "Party" and together being the "Parties"). This Agreement shall come into effect on the date you accept the terms of the Agreement by subscribing to the Product through AWS Marketplace (the "Effective Date"). By deploying, configuring, and/or using this product in any way, you represent and warrant that you have the authority to bind the entity or individual identified as the customer ("yourself" or "your customer") to this Agreement, and unconditionally agree to be bound by the terms of this Agreement and become a Party to the Agreement. Silver Lining does not agree to any other terms, including but not limited to any terms on your purchase order or invoice.

References in this Agreement to "**Silver Lining**" and "**Enterprise Automation & AI Agent Platform**" respectively mean:

- Silver Lining Information Technology Co., Ltd, whose Chinese name is Shanghai Guanmin Information Technology Co., Ltd, is a professional service provider registered in Shanghai, China, specializing in the Cloud Service field.
- The **Enterprise Automation & AI Agent Platform** is an enterprise-grade IT automation management and AI Agent orchestration platform independently developed by the Silver Lining Technology Team. Delivered as an Amazon Machine Image (AMI) through AWS Marketplace, the platform is deployed within the Buyer's own AWS computing environment. Built on a workflow engine core and integrating AI Agent capabilities, it provides enterprises with unified cloud digital asset management, process orchestration, intelligent operations and maintenance, and multi-cloud resource coordination services.

1. Definitions

Certain terms with capitalized initials in this Agreement shall have the meanings set forth below:

- a. "**Product**" refers to the Enterprise Automation & AI Agent Platform software, delivered as an Amazon Machine Image (AMI) and deployed within the Buyer's AWS computing environment.
- b. "**Documentation**" refers to the collective term for the official product operating instructions and user manuals provided by Silver Lining in electronic or written form regarding the deployment, configuration, and use of the Product.
- c. "**Subscription**" refers to the time-limited license purchased by the Buyer through AWS Marketplace to deploy, access, and use the Product, as described in the applicable Product Listing and the corresponding purchase transaction.
- d. "**Product Listing**" refers to the description of the Product on AWS Marketplace, including pricing, technical requirements, support information, and other details provided by Silver Lining.
- e. "**Support and Maintenance Services**" refers to the technical support and maintenance services provided by Silver Lining for the Product under this Agreement.
- f. "**User**" refers to an individual who is employed by you or otherwise provides services to you (whether as an independent contractor or in other forms), and who is authorized to access or use the Product as deployed in your computing environment.
- g. "**Buyer's Computing Environment**" refers to the Buyer's AWS account and infrastructure in which the Product is deployed and operated.
- h. "**Workflow**" refers to the automated business processes created, configured, and executed within the Product, including but not limited to approval processes, operations and maintenance processes, resource orchestration processes, etc.
- i. "**AI Agent**" refers to the artificial intelligence-driven automated service units built into the Product or configured by Users, with capabilities including intent recognition, parameter parsing, task execution, etc.
- j. "**Atomic Capability**" refers to the smallest granularity reusable functional modules provided by the Product, which can be invoked by Workflows or AI Agents to perform specific operations.

2. License and Authorization

a. **License Grant.** Subject to the terms and conditions of this Agreement, and in accordance with the applicable Documentation, Product Listing, and the Subscription you have purchased through AWS Marketplace, Silver Lining hereby grants you a non-exclusive, non-transferable (except in connection with a permitted assignment), and non-sublicensable license under all proprietary rights in and to the Product, to deploy, operate, and use the Product in your Computing Environment, and to allow your authorized Users to access and use the Product as

so deployed, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of this Agreement.

b. Scope of Use. You may use the Product only: (i) in support of the internal operations of your and your Affiliates' business(es) or organization(s); (ii) in connection with your and your Affiliates' products and services (but not as a stand-alone product or service offered to third parties); and/or (iii) in connection with your and your Affiliates' interactions with Users. You shall be responsible for all acts and omissions of any User and any actions by such User that may violate this Agreement. You agree that your purchase of the Product is unrelated to the delivery of future features or functionalities.

c. License Type. The type of product license provided by Silver Lining is a subscription license, defined as follows:

- **"Subscription License"** refers to the time-limited license for deploying and using the Product, which will expire at the end of the Subscription period specified at the time of purchase through AWS Marketplace. The Product may contain mechanisms to restrict use after the Subscription expires.
- **"Designated User"**. In the Designated User model, a Designated User is a single user you authorize to access or use the Product. Each Designated User needs to create an independent username and set corresponding authorization permissions in the Product.

3. Deployment and Operation

a. Buyer's Responsibility. The Product is delivered as an AMI and deployed within your AWS computing environment. You are solely responsible for: (i) the proper deployment, configuration, and operation of the Product within your computing environment; (ii) maintaining the security of your computing environment, including network security, access controls, and operating system patches; (iii) ensuring adequate AWS infrastructure resources to support the Product's operation; and (iv) performing regular backups of your data and configurations.

b. AWS Infrastructure. You acknowledge that the Product operates within your AWS account and is subject to AWS's terms of service and service level agreements. Silver Lining is not responsible for any downtime, performance degradation, or data loss caused by AWS infrastructure issues, your infrastructure configurations, or any actions taken within your computing environment.

c. Product Updates. Silver Lining may release updates, patches, or new versions of the Product AMI through AWS Marketplace. You are responsible for applying such updates to your deployed instances. Silver Lining recommends applying updates in a timely manner to maintain security and functionality.

4. Restrictions

The Product is licensed for use by authorized Users and is not for sale. You shall not use the Product for any purpose outside the scope of the rights granted under this Agreement, and Silver Lining reserves all other rights. Without limiting the generality of the foregoing, unless expressly permitted by this Agreement, you shall not (nor shall you permit any User or third party to):

- (a) authorize or permit any person other than the authorized Users to access or use the Product;
- (b) transfer, sublicense, distribute, sell, lease, rent, assign, or otherwise transfer or convey the Product or the Documentation to any third party without the prior written consent of Silver Lining;
- (c) modify, adapt, or create any derivative works of the software (or any component thereof) or the Documentation included in the Product;
- (d) attempt to obtain or identify the source code of the Product through decompilation, disassembly, reverse engineering, or other means, except as permitted by applicable law;
- (e) use the Product as a service provider for a third party or an application service provider, or make the Product available to third parties on a hosted or service bureau basis;
- (f) circumvent or attempt to circumvent any technical restrictions or license verification mechanisms in the Product;
- (g) remove, alter, or conceal any ownership statement, proprietary legend, or notice from the Product or any copy thereof;
- (h) use the Product's AI Agent, Workflow, or Atomic Capability features to develop products or services that directly compete with Silver Lining;
- (i) use the AI model outputs from the Product to train or improve competing machine learning models;
- (j) copy or distribute copies of the Product, in whole or in part, to any third party, except for a reasonable number of copies of the Documentation as necessary to use the Product in accordance with the rights granted under this Agreement.

5. Ownership

Silver Lining reserves all rights, title and interest, including all patents, copyrights, trade secrets, trademarks, moral rights and other intellectual property rights, in the software contained in the Product, and Silver Lining expressly reserves all other rights not expressly granted herein. You hereby agree that title to and ownership of any intellectual property rights under this Agreement shall not be transferred to you. Nothing in this Agreement will be construed as granting to you any rights of ownership or any other proprietary rights in or to the Product or any intellectual property therein.

The business processes, workflow configurations, and data you create through the Product's workflow editor, AI Agent configuration, or Atomic Capability orchestration shall belong to you, but the underlying technical implementation, platform architecture, and AI models shall remain the property of Silver Lining.

6. Support and Maintenance Services

a. **Standard Support.** If purchased under a Subscription, standard Support and Maintenance Services are included as described in the Product Listing. Silver Lining will provide Documentation concerning the deployment, use, and operation of the Product, and will provide technical support to you as described in the Product Listing.

b. **Scope.** The scope of Support and Maintenance Services includes but is not limited to:

(i) Troubleshooting and repair guidance for core Product functions (including workflow engine, AI Agent services, and Atomic Capability modules);

(ii) Compatibility guidance and updates for multi-cloud resource integration (including Alibaba Cloud, AWS, Huawei Cloud, etc.);

(iii) Regular optimization of AI models and continuous improvement of intent recognition accuracy through Product updates;

(iv) Security patches and compliance updates delivered as AMI updates through AWS Marketplace.

c. **Exclusions.** Silver Lining shall have no obligation to provide Support and Maintenance Services for issues arising from: (i) your modifications to the Product not authorized by Silver Lining; (ii) use of the Product in combination with third-party software or hardware not recommended or supported by Silver Lining; (iii) your failure to deploy recommended updates or patches; or (iv) issues caused by your computing environment, infrastructure, or network configuration.

7. Data and Privacy

a. **Data Ownership and Control.** Since the Product is deployed and operated within your own AWS computing environment, all data processed, stored, and managed by the Product remains within your infrastructure and under your control at all times. Silver Lining does not access, collect, or process your business data through the Product's normal operation.

b. **Your Responsibilities.** You are solely responsible for: (i) the security and protection of all data within your computing environment; (ii) compliance with all applicable data protection laws and regulations; (iii) implementing appropriate access controls and data handling procedures; and (iv) any data backup, recovery, and retention policies.

c. **AI Data Processing.** AI Agent features within the Product process data locally within your computing environment. If any AI features require external API calls to third-party AI model

providers, such connections will be clearly documented, and you retain the option to configure or disable such external connections.

d. **Support Access.** In the course of providing Support and Maintenance Services, Silver Lining may request limited, temporary access to your computing environment. Such access shall be provided only with your explicit consent, limited to the scope necessary to resolve the support issue, and shall be revoked upon completion of the support activity.

8. Warranties

a. **Product Warranty.** Silver Lining represents and warrants that: (i) the Product will conform, in all material respects, to the Documentation for 30 days after your initial deployment of the Product or the term of the Subscription, whichever is shorter; (ii) the Product will not contain any automatic shut-down, lockout, or similar mechanisms that could interfere with your exercise of rights under this Agreement (for clarity, license verification mechanisms that operate at the end of the Subscription are not prohibited); and (iii) Silver Lining will use industry-standard practices designed to detect and protect the Product AMI against viruses, malware, and other harmful code prior to making it available through AWS Marketplace.

b. **Remedy.** If the Product fails to conform to the foregoing warranties, Silver Lining shall promptly, at its option and expense, correct the Product as necessary to conform to the warranties. If Silver Lining does not correct the Product within a reasonable time, not to exceed 30 days, you may elect to terminate the Subscription and this Agreement, and Silver Lining will provide a prorated refund of any prepaid fees for the unused portion of the Subscription.

c. **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, Silver Lining MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PRODUCT. Silver Lining DOES NOT WARRANT: (A) THAT THE PRODUCT WILL MEET YOUR SPECIFIC REQUIREMENTS; OR (B) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

9. General Provisions

a. **Applicable Laws.** Each Party shall comply with any laws and regulations applicable to its performance under this Agreement, including but not limited to applicable export control laws, data protection laws, and laws applicable to the privacy and security of personal information. This Agreement will be governed and interpreted under the laws of the State of New York, excluding its conflict of laws principles.

b. **Force Majeure.** If the failure to perform or delay in performing any provision of this Agreement is caused by circumstances beyond the reasonable control of both parties, including but not limited to floods, fires, acts of war, terrorism, earthquakes, natural disasters, as well as government actions, orders or restrictions, neither party shall be liable to the other party for any

loss or damage; however, the inability to fulfill financial obligations is expressly excluded. Silver Lining shall not be liable for any failure to perform or delay in performing its obligations caused by your failure to perform your obligations under this Agreement.

c. Confidentiality Obligations. Both Parties shall keep confidential the other Party's confidential information obtained during the performance of this Agreement and shall not disclose it to any third party without the other Party's prior written consent. The confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to trade secrets, which shall remain confidential for as long as they qualify as trade secrets under applicable law.

d. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Silver Lining BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Silver Lining'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, SHALL NOT EXCEED THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

e. Indemnification. Silver Lining will, at its expense, defend you from and against any third-party claims to the extent arising out of or alleging infringement, misappropriation, or violation of any intellectual property rights by the Product or your use thereof as permitted under this Agreement. Silver Lining will pay all costs, damages, and amounts finally awarded by a court or agreed upon in settlement. Silver Lining shall have no liability under this Section with respect to any claim attributable to: (i) your modifications to the Product not authorized by Silver Lining; (ii) use of the Product in combination with third-party software or equipment not provided or recommended by Silver Lining; or (iii) your use of the Product in breach of this Agreement.

f. Termination. Either Party may terminate the Subscription and this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. Upon termination or expiration, your right to use the Product will terminate, and you shall decommission the Product from your computing environment. Termination does not affect your ownership of data processed by the Product within your computing environment.

g. Amendment. The terms and conditions of this Agreement shall not be changed, amended, modified, or waived unless such change is in writing and agreed upon by authorized representatives of the Parties.

h. **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement to any entity acquiring all or substantially all of its assets, whether by sale of assets, merger, or otherwise.

i. **Entire Agreement.** This Agreement, together with the Product Listing on AWS Marketplace, constitutes the entire agreement between the Parties relating to the subject matter hereof. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder.

j. **Export Compliance.** Each Party will comply with all applicable export control laws and regulations. You shall not deploy or use the Product in any country subject to an embargo or other sanctions by the United States or other applicable jurisdiction.